



Green Globe Membership Terms & Conditions

1. Membership benefits provided by Green Globe Certification (Provider):

- a. Provide up to three (3) log-in codes for the Green Globe Solution Center.
- b. Provide access to the Green Globe certification standards and certification requirements including indicators.
- d. Provide contact information for registered consultants and accredited third-party auditors to perform certification audit (additional fees apply for consulting and auditing services).
- e. Provide phone support.
- f. Provide marketing assistance, if needed. (Listing on companies website, e-mail broadcasting, networking events, advertising).
- g. Additional benefits mentioned on website www.greenglobe.com.

2. Responsibilities of Client:

- a. Client understands that a valid and paid Green Globe Membership needs to be in place to perform the Green Globe certification process.
- b. The Green Globe Membership is an annual membership and is valid for one year minus one day, counted from the day of registration.
- c. The Green Globe Memberships needs to be renewed within 10 business days of the expiration date.
- d. Client agrees to comply with 51% of applicable certification requirements (incl. mandatory requirements) in order to reach the Green Globe certification.
- e. Client agrees to improve percentage by 3 % annually.
- f. Client shall identify and provide the name of an (in house/staff member) Environmental Officer to the Provider prior to the completion of the Certification Program.
- g. Client shall provide truthful information required for certification criteria.
- h. Client shall provide all documentation requested by the Provider as required for certification (all documents are handled confidentially).
- i. Client shall provide all necessary information about local laws, regulations, and customs requested by the Provider.
- j. Client shall provide access to all areas of Client's property to allow for effective inspection and assessment by the Provider.
- k. Client shall make available accommodation, meals, non-alcoholic drinks and unlimited Internet access to independent third-party auditor while on-site

3. **Auditor / Consultant:** An accredited third-party independent auditor is required to successfully reach a Green Globe certification. The client is free to choose from a list provided by the Provider. Only auditors accredited by the Provider are able to perform audits. The accredited third-party independent auditor cannot act as consultant. The client is free to choose a Green Globe licensed consulting service in order to successfully reach a Green Globe certification.

3. **Recertification:** Annual recertification is required along with a valid and paid Green Globe Membership. Auditor inspection is required onsite every other year and via desktop audit in the intervening years.

4. **Fees for Services:** Green Globe Membership rates per rate card (updated August 2011). Green Globe Membership must be paid in full before start of process. Payments are accepted via credit card (American Express, MasterCard, Visa or Discover), company check, wire transfer or bank transfer. Accredited Auditor and consulting charges are invoiced separately and direct from consulting or auditing party.

5. **Refund:** No refund is granted on a paid and valid annual Green Globe Membership.

6. **Brand Usage:** Business is entitled to use Green Globe corporate logo with paid Green Globe Membership. After reaching required level of certification, the client is entitled to carry the Green Globe certified logo. All Green Globe logos can be displayed on printed collateral as well as online content. The client recognizes rules and regulations set by the Provider. The Provider retains the right to revoke the corporate logo and certification logo if the client is in major violation of certification standards or in default of annual Green Globe Membership or auditing regulations.

7. **Certification Program Voluntary:** The client understands and acknowledges that the Green Globe certification is entirely voluntary. The client understands that it shall be responsible for compliance with all local laws, regulations, and customs.

8. **Products Disclaimer:** Provider is not responsible for any product claims made by Client.

9. Governing Law:

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to the principles of conflict of laws thereof. The terms, conditions and covenants of this Agreement shall be binding upon the parties hereto and each of their respective successors, and is for the benefit of the Provider, the client, and their respective directors, officers, stockholders, owners, affiliates, agents, successors and assigns. You also hereby irrevocably and unconditionally consent to submit to the non-exclusive jurisdiction of the Courts of the State of California and the United States of America located in the City of Los Angeles for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and you agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that any service of any process, summons, notice or document sent by U.S. registered mail to your address set forth above shall be effective service of process for any action, suit or proceeding brought against you in any such court. You hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby, in the courts of the State of California or the United States of America located in the City of Los Angeles, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

9. **No Assignment:** The client may not assign this Agreement or any services to be performed hereunder by the Provider.

10. **Execution in Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon one instrument.

11. **No Waivers:** No failure or delay by the Provider in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

12. **Survival:** The covenants and obligations made by you under this Agreement shall survive the termination of any discussions and/or business relationship between the client and Provider.



13. *Representations and Warranties of the Client:* The client represents and warrants that: (i) this Agreement is a valid and binding obligation, enforceable against the client in accordance with its terms, and (ii) the execution and delivery of this Agreement by the client does not conflict with or constitute a violation of or default under your organizational documents, any statute, law, regulation, order or decree applicable to the client, or any contract, commitment, agreement, arrangement or restriction of any kind to which the client is a party or by which the client is bound.

14. *Attorney's Fees:* In the event of any action, claim, suit, arbitration, hearing, or other legal proceeding (collectively "claims") arising from or related to this Agreement, the prevailing party in any such claims shall be entitled the reasonable attorneys fees and costs incurred therein.

15. *Amendments:* No modification of or amendment to this Agreement shall be binding unless in writing and executed by both parties.

16. *Confidentiality:* Neither party nor any of its representatives will, without the other party's prior written consent, disclose to any person any information about the agreement of terms, conditions or other facts relating thereto.

17. *Termination:* Provider reserves the right to terminate this Agreement based on the client's breach of any covenants and conditions provided for herein, including but not limited the failure to pay fees and costs when due, in which case, the Agreement shall immediately terminate upon notice from the Provider, the Provider shall be relieved of any further responsibility to perform any services contemplated hereby, and the Provider shall not be responsible for any damages or liability resulting from termination.

18. *Indemnification:* The client will pay for, defend (with an attorney approved by the Provider), indemnify, and hold the Provider harmless against and from any real or alleged damage or injury and from all claims, judgments, liabilities, costs, and expenses, including attorney's fees and costs, arising out of or connection with the services to be provided herein by the Provider, in connection with any breach of this Agreement, and/or if any of the client's representations and warranties are proven false, provided that the client will not be liable for such damage or injury to the extent and in the proportion that it is ultimately determined to be attributable to the negligence or misconduct of the Provider.

Updated August 2011